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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civ. Action No. 04-1888 CCC

BECTON DICKINSON ACUTECARE  
HOLDINGS, INC.; BROWNING-FERRIS  
INDUSTRIES OF PUERTO RICO, INC.;  
GENERAL ELECTRIC COMPANY; THE  
MUNICIPALITY OF JUNCOS, PUERTO  
RICO; THE PUERTO RICO LAND  
ADMINISTRATION, AND THE PUERTO  
RICO DEVELOPMENT AND HOUSING  
IMPROVEMENT ADMINISTRATION,

Defendants.

**CONSENT DECREE**

**I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a Complaint in this matter pursuant to Sections 106(b) and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9606(b), 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Juncos Landfill Superfund Site in the Municipality of Juncos ("the Site"), and seeking

penalties for noncompliance with an administrative order for performance of a response action issued by EPA pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

B. Plaintiff United States and Defendants Municipality of Juncos, Puerto Rico; the Puerto Rico Land Administration; and the Puerto Rico Development and Housing Improvement Administration ("Settling Defendants"), desiring to resolve the allegations of the Complaint without incurring the additional time and expense of further litigation, now enter into this Consent Decree. By entering into this Consent Decree, Settling Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

*THEREFORE, with the consent of the Parties to this Decree, it is ORDERED,*  
ADJUDGED, AND DECREED:

## **II. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606(b), 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1395(a), and 42 U.S.C. § 9613(b), because the release and other events giving rise to this action occurred in this district. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have

to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

### **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "Administrative Agreement" shall mean Agreement Index Number CERCLA-02-2000-2021, which was entered into with respect to the Site by EPA and the Settling Defendants and which was signed by EPA on August 28, 2000.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States and Settling Defendants.

k. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the

Site through May 22, 2003, plus accrued Interest on all such costs through such date.

Notwithstanding the foregoing, "Past Response Costs" does not include "Relocation Response Costs" as that term is defined in the Administrative Agreement.

l. "Plaintiff" shall mean the United States.

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendants" shall mean the Municipality of Juncos, Puerto Rico; the Puerto Rico Land Administration; and the Puerto Rico Development and Housing Improvement Administration.

o. "Site" shall mean the Juncos Landfill Superfund site, encompassing approximately 17-20 acres of land, located within the Municipality of Juncos, Puerto Rico and generally shown on the map included as Appendix 1.

p. "Unilateral Orders" shall mean Administrative Order Index No. II-CERCLA-20301, issued by EPA with respect to the Site on September 30, 1992 and amended by EPA on June 14, 1999, and Administrative Order Index No. II-CERCLA-95-0301, issued by EPA with respect to the Site on September 29, 1995.

q. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

## **V. PAYMENT**

4. Settling Defendants agree to pay a total of \$650,000 to the United States under the terms and conditions set forth in this Section. This amount shall be paid in two installments, as follows:

a. Not later than fifteen (15) business days after Settling Defendants receive notice from the United States that this Consent Decree has been lodged, Settling Defendants shall deposit \$195,000 into an escrow account bearing interest on commercially reasonable terms, in a federally-chartered bank (the "Escrow Account"). Upon entry of the Consent Decree by the Court, Settling Defendants shall, within five days thereof, serve written notice of such entry to the designated escrow agent for the Escrow Account, together with instructions directing that the escrow agent shall, within fifteen days thereof, cause the monies in the Escrow Account to be paid to EPA in accordance with the procedures set forth in Paragraphs 5 and 6 below. In the event that the United States withdraws its consent to this Consent Decree prior to entry pursuant to Paragraph 28 of this Consent Decree, or in the event the Consent Decree is not entered by the Court and either no appeal is taken within the time allowed for appeal of the Court's denial of entry or the Court's denial of entry is upheld on appeal, Settling Defendants may direct the escrow agent to return the monies placed in escrow, together with accrued interest thereon, to Settling Defendants.

b. The remaining balance of \$455,000 shall be paid by Settling Defendants to EPA, in accordance with the procedures set forth in Paragraphs 5 and 6 below, no later than one year from the date of lodging of this Decree, plus accrued Interest on said remaining balance from May 22, 2003. This payment shall be adjusted to account for the difference, if any,

between the amount actually paid to EPA pursuant to Paragraph 4.a of this Consent Decree, and the principal amount of \$195,000 plus accrued Interest on said principal amount from May 22, 2003, through the date of the Escrow Account payment made to EPA pursuant to Paragraph 4.a of this Consent Decree (the "Statutory Amount"), as follows: if the amount actually paid to EPA pursuant to Paragraph 4.a of this Consent Decree is below the Statutory Amount, the difference shall be added to the payment made pursuant to this Paragraph 4.b, and if the amount actually paid to EPA pursuant to Paragraph 4.a of this Consent Decree is above the Statutory Amount, the difference shall be deducted from the payment made pursuant to this Paragraph 4.b.

Notwithstanding the foregoing, in the event that the United States withdraws its consent to this Consent Decree prior to entry pursuant to Paragraph 28 of this Consent Decree, or in the event the Consent Decree is not entered by the Court and either no appeal is taken within the time allowed for appeal of the Court's denial of entry or the Court's denial of entry is upheld on appeal, no payment shall be owed under this subparagraph b.

c. Of the total amount to be paid under this Section, the United States designates that \$500,000 of such amount constitutes a civil penalty pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, for acts and omissions prior to May 22, 2003, that EPA has deemed to constitute noncompliance, without sufficient cause, with the terms and conditions of the Unilateral Orders. The Municipality of Juncos assumes responsibility for the civil penalty. As provided in Paragraph 12 of this Consent Decree, the payment obligation imposed by this subparagraph is joint and several.

5. Payment shall be made by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling

Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Puerto Rico following lodging of the Consent Decree.

6. At the time of payment, Settling Defendants shall also send notice to EPA and DOJ, in accordance with the provisions of Section XII of this Consent Decree, that payment has been made.

7. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the EPA Hazardous Substance Superfund.

#### **VI. FAILURE TO COMPLY WITH CONSENT DECREE**

8. Interest on Late Payments. If Settling Defendants fail to make any payment as provided under Paragraph 4 of this Consent Decree by the required due date, Interest shall accrue or continue to accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and, in addition to the Interest required by Paragraph 8, shall pay to the United States as a stipulated penalty the sum of \$500.00 per violation per day that such payment is late for the first fifteen (15) days that said amount is late; thereafter the Settling Defendants shall pay \$750.00 per violation per day that said amount remains unpaid.

b. All stipulated penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA, but penalties



shall accrue as provided in this Paragraph irrespective of the date of such demand or any other notice of violation of this Consent Decree. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, EPA Region II and Site Spill ID Number 0272, DOJ Case Number 90-11-2-717A, and the civil action number. Settling Defendants shall send the check (and any accompanying letter) to:

EPA - Region 2  
Attn: Superfund Accounting  
P.O. Box 360188M  
Pittsburgh, PA 15251

c. At the time of each payment, Settling Defendants shall also send notice to EPA and DOJ, in accordance with the provisions of Section XII of this Consent Decree, that payment has been made.

d. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to the cost of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree, including Interest, the penalty amount specified in Paragraph 4.c of this Consent Decree, and any stipulated penalties, are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, including Interest and any stipulated penalties, the remaining Settling Defendants shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of any stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from the payment requirements set forth in Section V of this Consent Decree or from performance of any other requirement of this Consent Decree.

#### **VII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

14. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the costs of response incurred at or in connection with the Site through May 22, 2003, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the

Constitution of the Commonwealth of Puerto Rico, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

15. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

#### **VIII. COVENANT NOT TO SUE BY UNITED STATES**

16. Except as specifically provided in Section IX of this Consent Decree, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs, or pursuant to Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1), for civil penalties based on any noncompliance with the Unilateral Orders that occurred prior to May 22, 2003. This covenant not to sue shall take effect upon entry of the Consent Decree by the Court and shall remain in effect provided that EPA receives all payments required under Paragraph 4 of this Consent Decree and any amounts due under Section VI of this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

#### **IX. RESERVATION OF RIGHTS BY UNITED STATES**

17. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the

Covenant Not to Sue by United States as set forth in Paragraph 16 of this Consent Decree.

Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, except as provided in Paragraph 16;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

18. Nothing in this Consent Decree shall be construed to modify or abrogate any existing obligation of the Settling Defendants under any previously issued administrative order or agreement.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

19. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

20. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree, within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

21. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by United States as provided in Paragraph 16 of this Consent Decree.

## **XI. ACCESS TO INFORMATION**

23. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

### **24. Confidential Business Information and Privileged Documents.**

a. Settling Defendants may assert business confidentiality claims covering part or all of the records submitted to EPA under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Defendants that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Defendants.

b. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing records, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege

asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

c. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

## **XII. NOTICES AND SUBMISSIONS**

25. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Notices and submissions from the Settling Defendants shall reference EPA Region 2 and Site/Spill Identification Number 0272, DOJ case number 90-11-2-717A, and the civil action number of this Consent Decree. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

For DOJ:

Thomas L. Sansonetti  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

Attention: Section Chief, Environmental Enforcement Section

For EPA:

Luis Santos, Juncos Site RPM  
Caribbean Environmental Protection Division  
U.S. Environmental Protection Agency  
Centro Europa Building  
1492 Ponce de Leon Avenue, Suite 417  
Santurce, Puerto Rico 00907-4127

Melvin Hauptman, P.E., Team Leader  
Sediment Projects/Caribbean Team  
Emergency and Remedial Response Division,  
20th Floor  
U.S. Environmental Protection Agency  
290 Broadway  
New York, NY 10007-1866

Henry Guzmán, Juncos Site Attorney  
New York/Caribbean Superfund Branch  
Office of Regional Counsel, 17th Floor  
U.S. Environmental Protection Agency  
290 Broadway  
New York, NY 10007-1866



Donna Vizian  
Regional Comptroller  
U.S. Environmental Protection Agency  
Financial Management Branch - 29th Fl.  
290 Broadway  
New York, New York 10007-1866

As to Settling Defendants:

For the Puerto Rico Development and Housing Improvement Administration:

Honorable Secretary Ileana Echeoguen  
Puerto Rico Development and Housing Improvement Administration  
Empire Plaza, 8th Floor  
#1052 Luis Muñoz Marín Avenue  
Rio Piedras, Puerto Rico 00928

with a copy to:

Jorge L. San Miguel, Esq.  
O'Neill & Borges  
American International Plaza, Suite 800  
250 Muñoz Rivera Avenue  
San Juan, Puerto Rico 00918

For the Puerto Rico Land Administration:

Juan Vaquer Castrodad  
Executive Director  
Puerto Rico Land Administration  
171 Carlos Chardón Ave.  
San Juan, Puerto Rico 00918-0903

with a copy to:

Patricio Martínez-Lorenzo, Esq.  
Union Plaza, Suite 1200  
416 Ponce de León Ave.  
Hato Rey, Puerto Rico 00918-3424

For the Municipality of Juncos:

Hon. Alfredo Alejandro Carrion  
Municipality of Juncos  
P.O. Box 1706  
Juncos, Puerto Rico 00777

with a copy to:

Bruce J. McGiverin, Esq.  
Suite 1113, Mercantil Plaza  
2 Ponce de Leon Ave.  
San Juan, Puerto Rico 00918

**XIII. RETENTION OF JURISDICTION**

26. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

**XIV. INTEGRATION**

27. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

**XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

28. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or

considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

29. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

#### **XVI. SIGNATORIES/SERVICE**

30. Each undersigned representative of a Party to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

32. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

**XVII. FINAL JUDGMENT**

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants as to the matters addressed within the scope of this Consent Decree. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
United States District Judge  
District of Puerto Rico

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

FOR THE UNITED STATES:

U.S. Department of Justice  
Environment and Natural Resources Division

Date: 8.9.04

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THOMAS L. SANSONETTI  
Assistant Attorney General  
Environment and Natural Resources Division

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STEVEN A. KELLER  
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District of Puerto Rico  
Torre Chardon , Suite 1201  
350 Carlos Chardon Avenue  
San Juan, PR 00918

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

U.S. Environmental Protection Agency

Date: July 16, 2004



JANE M. KENNY  
Regional Administrator  
U.S. Environmental Protection Agency  
290 Broadway  
New York, New York 10007-1866

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson Puerto Rico, Inc., et al.*

FOR THE MUNICIPALITY OF JUNCOS, PUERTO RICO:

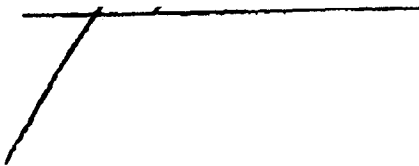
Date: 15 Julio 04

Hon. Alfredo Alejandro Carrion  
Mayor, Municipality of Juncos  
P.O. Box 1706  
Juncos, Puerto Rico 00777

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

FOR THE PUERTO RICO LAND ADMINISTRATION:

Date: 25 August 2004

A handwritten signature consisting of a horizontal line with a diagonal stroke extending downwards and to the left from its center.



THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

FOR THE PUERTO RICO DEVELOPMENT AND HOUSING IMPROVEMENT  
ADMINISTRATION:

88

Date: July 16, 2009

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